

SECTION H

SPECIAL CONTRACT REQUIREMENTS

1. **ORGANIZATIONAL CONFLICTS OF INTEREST**
(NPS 1489.209-71) (APR 1984)

- A. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- B. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- C. Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award and did not disclose or misrepresent relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from contracting, or pursue such other remedies as may be permitted by law or this contract.
- D. The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (d).

2. **PAPERWORK REDUCTION ACT**
(NPS 1489.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from 10 or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management of Budget (OMB) final clearance was received.

3. **COST OF PROPOSAL PREPARATION**

This RFP does not commit the Government to pay any costs incurred for the preparation of proposals or for necessary studies or designs for the preparation thereof, nor to procure or contract for the articles or services described herein. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition.

4. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and costs whatsoever, of any kind and nature, for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of performance of work under the terms of the contract.

5. **REPORTS AND OTHER DATA**

The Contractor shall generate the following electronic reports and other data. The reports and data are required to be distributed by different levels as identified below:

	<u>NPS</u>	<u>FWS</u>	<u>COE</u>
Level 1	Park/Area	Field Station	District
Level 2	Region	Region	Division
Level 3	COTR and Contracting Officer	COTR and Contracting Officer	COTR and Contracting Officer
Level 4	Contracting Officer	Contracting Officer	Contracting Officer
Level 5	Contracting Officer and Small Business & Economic Development Office		

A. **Monthly**: Level 3 distribution is required for all monthly reports.

- (1) **Monthly Activity Report** - Prepare and transmit this report on the summary of activity for the previous month in accordance with the information contained in Section C, C-8.4.K.1.A.
- (2) **Status of Uniform Orders** - Prepare and transmit this report on the status of uniform orders filled, backorders and orders outstanding in accordance with the information contained in Section C, C-8.4.K.1.B.

- (3) **Unobligated Balance and Adjustment Report** - Prepare and transmit this report on the unobligated balance and adjustment report on total authorized uniform allowance, amounts encumbered to date, amounts invoiced to date, and the unobligated balance in accordance with the information contained in Section C, C-8.4.K.1.C.
- (4) **Backorder Summary Report** - Prepare and transmit this report on the status of orders that are submitted, orders filled and backordered and percentage of backorder in summary in accordance with the information contained in Section C, C-8.4.K.1.D.
- (5) **Actual Acceptance Report** - Prepare and transmit this report on the actual acceptance dates of received uniform components in accordance with the information contained in Section C, C-8.4.K.1.E.
- (6) **Constructive Acceptance Report** - Prepare and transmit this report on all orders that have not been actually accepted and are 30 calendar days old in accordance with the information contained in Section C, C-8.4.K.1.F.

B. **Quarterly**

- (1) **Quarterly Program Summary Report** - Prepare and transmit this report on the status of the individual employee accounts in accordance with the information contained in Section C, C-8.4.K.2.A. Level 3 distribution shall be made.
- (2) **Exception Report** - Prepare and transmit this report which identifies accounts with no activity in accordance with the information contained in Section C, C-8.4.K.2.B. Level 2 distribution shall be made.
- (3) **Database CD-ROM** - Transmit current database on CD-ROM in accordance with the information contained in Section C, G-8.1.C.2. Level 3 distribution shall be made.

C. **Semi-Annual**

- (1) **Status Report** - Prepare and transmit this report on the status of individual employee accounts in accordance with the information contained in Section C, C-8.4.K.3.A. Level 2 distribution shall be made.
- (2) **Subcontracting Report for Individual Contracts (SF294)** – Prepare and transmit this report on the subcontracts awarded under this contract in accordance with the Small Business Subcontracting Plan. Level 5 distribution shall be made.

D. **Annual**

- (1) **Consolidated Uniform Allowance Report** - Prepare and transmit in accordance with the information contained in Section C, C-8.4.K.4.A. at the end of each fiscal year. Level 1 distribution shall be made.
- (2) **Environmental Performance Report** – Prepare and transmit this report identifying all environmental preferable processes and products that were introduced during the contract year in accordance with the information contained in Section C, C-8.4.K.4.B. Level 3 distribution shall be made.
- (3) **Ordering History and Trends** - Prepare and transmit this report summarizing ordering history per month, per CLIN component and identification of probable trends for the next fiscal year in accordance with the information contained in Section C, C-8.4.K.4.C. Level 3 distribution shall be made.
- (4) **Operations Manual** - Prepare and transmit this manual by October 1, 2000 and then update annually in accordance with the information contained in Section C, C-6.5. Level 3 distribution shall be made.
- (5) **Database Archives** - Provide all archived data at the completion of closeout in accordance with the information contained in Section C - C-8.1.F. Level 3 distribution shall be made, excluding the Contracting Officer. The Contracting Officer shall be sent an e-mail confirming this distribution.
- (6) **Color Uniform Catalog** - Prepare and distribute this color catalog by October 1, 2000 and then update during the period November 30 to January 15 in accordance with the information contained in Section C, C-8.3.G. Distribution shall be in accordance with Section C, C-8.3.G.4(a), (b), (c) and (d).
- (7) **Summary Subcontract Report (SF295)** – Prepare and transmit a report on all subcontracting awards made under the Small Business Subcontracting Plan. Level 5 distribution shall be made.

E. **Every Two Years**

- (1) **Posters** - Prepare and distribute posters by October 1, 2000 and then update every two years in accordance with the information contained in Section C, C-8.3.H. Distribution shall be made in accordance with Section C, C-8.3.H.2 (a), (b), (c) and (d).

F. **Other Reports**

- (1) **Allowance Status Report** - Prepare and transmit this report summarizing each individual's remaining credited uniform allowance and transmit this as part of each order or response to an order in accordance with the information contained in Section C, C-8.4.K.5.A. Level 1 distribution shall be made.
- (2) **Certified Financial Audit** - Prepare and transmit a copy of the most recently certified audit by the Contractor's outside auditor in May of each year. Level 4 distribution shall be made.
- (3) **Ad-Hoc Reporting Access** - Provide secure and read-only access to the entire database throughout the use of ODBC or SQL*NET for adhoc reports and queries. Level 3 access shall be made.

6. **ECONOMIC PRICE ADJUSTMENTS (POLICY AND METHOD)**

Increases and decreases in the prices set forth in Section B of this contract shall be developed, established or limited as follows:

- A. The Producer Priced Index (PPI) will be used as the economic price adjustment factor or basis. The PPI measures average change in prices received by domestic producers.
- B. The prices set forth in Section B for the Year 1 contract period shall remain fixed through September 30, 2001 and shall not be modified except by written modification to the contract.
- C. Any adjustments in the Year 1 contract unit prices set forth in Section B shall be determined by increases or decreases in the PPI. Adjustments will be made based on the June issue for each year of the PPI for the Net Output of Apparel and Other Furnished Products Made From Fabrics and Similar Materials, Industry Codes 23 and 31, as published by the U.S. Bureau of Labor Statistics.
- D. The effective date of application of price adjustments shall be the dates of contract award options, beginning with the first option renewal of the contract on October 1, 2001. Initial contract prices will be effective from the date of contract award through September 30, 2001. Subsequently, annual adjustments will reflect the percentage change from the June issue of the previous year to the June issue of the current year of the PPI.
- E. Adjustments will be made by dividing the current PPI issue, by the previous year's PPI issue. The resulting factor, rounded to two decimal places, will be multiplied by the current unit prices to establish the new unit prices that will be effective for the next option period.

F. In no case, however, shall the annual adjustments, up or down, exceed 7% in any year.

7. **HANDLING**

The distribution of uniform components under this contract requires the Contractor to exercise the greatest possible care in handling them. The Contractor shall monitor orders to prevent unauthorized persons from receiving uniform components.

8. **EMPLOYMENT OF ILLEGAL ALIENS**

Subject to existing laws, regulations, Executive Orders, and other provisions of this contract, aliens unauthorized to be employed in the United States shall not be employed by the Contractor, or its subcontractors, to work for, under, or with this contract. The Contractor shall ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

9. **CHANGES IN DESIGN AND SPECIFICATIONS**

A. In the event that the Contractor, prior to the completion of the work hereunder and whether or not in connection with the performance of such work, develops:

- (1) Any improvement in the present designs of the articles called for by this contract, or
- (2) Any improved methods of accomplishing the objectives of this contract.

The Contractor shall promptly provide written notice of any such improvement or improved methods to the Contracting Officer and Agency COTR for review and approval.

B. Such notice shall include a general description sufficient to show the Contractor's best appraisal as to the prospective effect or influence of any such improvement on the work required by this contract were such improvement to be incorporated into this contract.

Once approved by the Agency COTR, unit pricing for the item(s) will be negotiated with the Contracting Officer and a Technical Authorization Letter or Modification to the contract will be issued.

10. **NOTICE OF CONTRACTOR DELAYS**

In the event the Contractor encounters difficulties in meeting performance requirements under this contract, to include compliance with delivery schedules and dates, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely delivery of uniform components or performance of this contract in any way, the Contractor shall immediately provide written notification, with complete pertinent information to the Contracting Officer with a copy to the Agency COTRs. This notification, however, shall not be construed as a waiver by the Government of any delivery schedule, date, or any rights or remedies otherwise provided by law, regulation or contained elsewhere in this contract.

11. **PRICE REDUCTION**

If at any time after the date of the proposal, the Contractor makes a general price reduction in the comparable price of any article of supply covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

For purposes of this provision, a "General Price Reduction" shall mean any reduction in the unit price of an article offered (1) to the Contractor's customers generally, or (2) in the Contractor's price schedule for class of customers (i.e. wholesalers, retailers) which is used as the basis for bidding on this contract. An occasional sale at the lower price, or sale of distressed merchandise at a lower price, would not be considered a "General Price Reduction" under this provision.

The Contractor shall invoice at such reduced prices, indicating on the invoice that such reduction is pursuant to the "Price Reduction" article of this contract.

The Contractor, in addition, shall within ten days of any general price reduction notify the Contracting Officer of such reduction by letter.

12. **CONTINUITY OF SERVICES**

- A. **Transition** - The successful Contractor recognizes that the services under this contract are vital to the Government and must be continued with minimum interruption. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

- B. **Phase-Out Plan** - The Contractor shall, upon the Contracting Officer's written notice, (1) prepare a phase-out plan for up to 90 calendar days after the contract expires; and (2) negotiate in good faith a plan to determine the nature and extent of the phase-out services required. The plan shall specify a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

Also refer to Section I, FAR Clause 52.237-3, Continuity of Services.

13. **BUY-OUT PROVISION**

- A. During the phase-in period, the Contractor shall buy-out the remaining inventory under the present contract from the incumbent contractor, R&R Uniforms, Inc., at mutually agreed upon prices. The buy-out and transfer of this inventory shall occur during the period September 20 through 30, 2000.
- B. During the phase-out period, the Government will buy-out or cause the successor Contractor to this contract to buy-out its remaining inventory of contract uniform components. The uniform components will be paid for at the incumbent's documented costs in accordance with the measures established below:
- (1) Fabric and trim unique to the uniform components, which meet contract specifications, will be sold at documented cost ("documentation" of cost is per any one of the cost estimation and evaluation techniques set forth at FAR 15.4).
 - (2) Finished goods unique to the uniform components, which meet contract specifications, shall be sold at the contract unit price less 20 percent.
 - (3) Piece goods in process will be finished, sold and shipped at the contract unit price less 20 percent.
 - (4) Finished and/or piece goods are not subject to buy-out when specifications are not met.
 - (5) Any mistakes made by the Contractor shall be handled at no additional cost to the Government.

The Contractor shall develop and deliver to the Contracting Officer an Inventory Forecasting Plan, within 30 calendar days of the Contracting Officer's request, which may occur at any time prior to the expiration of the contract. Once approved in writing by the Contracting Officer, the Contractor shall use this plan to estimate remaining unsold inventory quantities of the subject line items.

The Contractor shall provide special incentives for uniformed employees to purchase a uniform component that is being discontinued and/or will take additional steps to reduce the product inventory level as much as reasonably possible prior to the buy-out of the product. Incentives include, but are not limited to, conducting an aggressive advertising campaign, offering reduced “sale” prices, transferring a non-altered product to another contract. Buy-out costs for items that are being discontinued as a result of product failure, non-compliance to contract specifications or other factors caused by the Contractor will be borne by the Contractor.

Buy-out costs for items being discontinued for the convenience of the Government will be borne by the Government. The Government will have no obligation to indemnify for or purchase general in stock items from the Contractor that may be sold to other customers of the Contractor.

Within 30 calendar days of written notice from the Contracting Officer, the Contractor shall inventory, inspect and have ready for shipment all buy-out components which meet specifications and the buy-out criteria above. The Government will reimburse the Contractor for the packing and shipment of the existing inventory for all three Agencies.

In the event of a dispute between the Contractor and the follow-on Contractor as to where buy-out items meet contract specifications, samples of the items in question shall be sent to the Agency COTR by the follow-on Contractor, for the COTR’s inspection.

A final determination will be issued by the Contracting Officer.

14. **PRIVACY AND SECURITY**

- A. The Contractor is advised that the establishment, maintenance and operation of records systems used to perform this contract, at the price and all appropriate subcontract levels, is subject to the provisions of the Privacy Act of 1974, violation of which may result in criminal and/or civil penalties. (See FAR Clause 52.244-1 and 52.244-2).
- B. To assure the security of the records systems used by the Contractor and all subcontractors for performance of this contract, properly identified National Park Service, the U.S. Fish and Wildlife Service and the U.S. Army Corps of Engineers Uniform Coordinators, and other Government agency officials shall be permitted full and complete access to Contractor and subcontractor records systems operations, to include software, documentation, hardware, and any all other relevant materials and activities as defined and indemnified by the Government, provided that such access disrupts Contractor and subcontractor operations as little as possible in the given circumstances.
- C. The Contractor, subcontractor(s) and their employees are prohibited from using or giving information acquired through their official positions, prior to its release to the public, to advance the interests of themselves, their families, associates, friends, and any other persons or enterprises.

- D. The Contractor and any and all subcontractors shall take affirmative and documented steps to assure that privacy and security considerations identified above are addressed, and shall require that clauses substantially the same as this clause are incorporated into any and all subcontractors or other forms of agreements to ensure appropriate and necessary “flow-down” of these requirements.